



COMMISSIONER

MAR 11 2015

Florida Department of Agriculture and Consumer Services Office of Energy **ADMINISTRATION**

GRANT AGREEMENT NO. GO432

FDACS CONTRACT # 021939

STATE OF FLORIDA GRANT ASSISTANCE PURSUANT TO UNITED STATES DEPARTMENT OF ENERGY AWARD(S)

THIS AGREEMENT is entered into between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES whose address is 407 South Calhoun Street, Tallahassee, Florida 32399-0800 (hereinafter referred to as the "Department") and the LAKE COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 315 West Main Street, Tavares, Florida 32778-3813 (hereinafter referred to as "Grantee" or "Recipient"), a local government, to provide financial assistance for the Smart Occupancy Sensing Thermostat Retrofit - Lake County project.

In consideration of the promises and mutual agreements contained herein, the Department and the Grantee acknowledge and agree as follows:

- The United States Department of Energy (USDOE) awarded funding to the Department pursuant to USDOE Grant 1. Agreement No. DE-EE-0004575. The Grantee shall be a sub-grantee of federal financial assistance from USDOE. The Grantee is responsible for complying with the appropriate state and federal guidelines in the performance of its activities pursuant to this Agreement.
- The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement, its 2. attachments and exhibits named and incorporated by reference. For purposes of this Agreement the terms "Grantee" and "Recipient" are used interchangeably.
- This Agreement shall begin upon execution by both parties and end no later than February 1, 2016 [All work must 3. be completed by July 31, 2015], inclusive. Profit to the Grantee or any of its sub-grantees is prohibited by 10 CFR Part 600. This Agreement may be amended to revise Attachment A, Grant Work Plan, if additional funding is made available by the USDOE and/or the Florida Legislature.
- The Grantee shall be eligible for reimbursement of allowable costs resulting from obligations incurred 4. A. during the term of this Agreement. The Department shall reimburse the Grantee for allowable costs on a not more frequently than monthly cost reimbursement basis in an amount not to exceed \$44,550 after receipt and approval by the Department's Grant Manager of satisfactory reports and documentation as required in this Agreement. The parties agree that the Grantee is responsible for providing a minimum match of \$9,912 toward the project described in Attachment A. All cost sharing or match shall meet any applicable federal requirements.
 - Prior written approval from the Department's Grant Manager shall be required for changes between B. approved, funded budget categories up to ten percent (10%) of the total, approved Grant funds. Approval of such changes will be contingent upon submission of a revised Project Budget. Budget category changes greater than 10%, the addition of previously unapproved or unfunded budget categories or the addition of previously unapproved or unfunded budget line-items, will require a formal written amendment to the Agreement. The Department agrees to review a request by the Grantee to modify Attachment A, should the Grantee find, after receipt of competitive bids, that the project described in Attachment A, cannot be accomplished for the current estimated project cost. If the Department agrees to a modification of Attachment A, it may be modified not to exceed the awarded funding identified above. Any such modification would be by formal written amendment, in accordance with Section 37. Nothing in this Section or Agreement is intended nor implies to guarantee approval of a request to modify or adjust Attachment A or the available project funding.
 - C. All reimbursement requests under this Agreement shall be submitted using the Attachment B format in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall submit a properly completed Attachment B, with supporting documentation of allowable costs, including for the final reimbursement request, as described below in paragraph 4.D. Ten percent of each approved reimbursement request shall be retained by the Department pending Grantee's compliance with Section 8.

- D. All reimbursements under this Agreement shall be in compliance with the laws, rules and regulations applicable to the expenditure of state and federal funds. The State of Florida guidelines for allowable costs include, but are not limited to, the Florida Department of Financial Services' Reference Guide for State Expenditures located at http://www.myfloridacfo.com. Federal program guidelines for allowable costs and related topics are listed in Attachment E, Federal Regulations and Attachment F. The Grantee must provide a detailed listing of expenditures made under this Agreement as support for the Payment Request Summary Form. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements including mandated forms required by Section 112.061, Florida Statutes.
- E. In addition to the invoicing requirements contained in paragraphs 4.C & 4.D. above, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State of Florida guidelines. When requested, this information must be provided within 30 calendar days of such request.
- 5. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and the availability of federal funding for the specific purpose of funding the Department's obligations under this Agreement. In the event of a state revenue shortfall, withdrawal of state budget authorization and/or rescission of federal funding, the total funding may be reduced accordingly. The Department, in accordance with direction from the Governor and/or the Florida Legislature, shall be the final determiner of the availability of any funds.
- 6. The Grantee shall submit, using Attachment C, monthly updates to describe the project progress, work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Attachment B may not be submitted more frequently than on a monthly basis and must be accompanied by an Attachment C, Report, for the corresponding month. Attachment C shall be submitted to the Department no later than five (5) calendar days following the completion of the monthly reporting period. The Department's Grant Manager may request additional information if the Department's Grant Manager determines it is necessary. The Department's Grant Manager shall have ten (10) calendar days to review deliverables and payment requests submitted by the Grantee.
- 7. The Grantee shall submit an Annual Report not later than 15 calendar days after the end of the first year of the project, if the term of the project exceeds one year. The Annual Report shall provide a narrative detailing and evaluating the accomplishments and impact of the project in the prior twelve months. The Annual Report shall follow the format described in Attachment K.
- 8. The Grantee shall also submit a Final Report no later than 15 calendar days prior to the expiration date of the Agreement. The Final Report will provide a final narrative detailing and evaluating the accomplishments and impact of the project. The Final Report will include an evaluation of the energy savings directly attributable to the project, projections of estimated energy savings expected to accrue from the project and policy recommendations, which may be helpful in implementing other projects of a similar nature. Pursuant to paragraph 4.C, 10% of the total Agreement amount identified in paragraph 4.A will be withheld until receipt and approval of the Final Report.
- 9. Each party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- 10. A. Department staff will perform compliance monitoring during the term of the Agreement, in addition to the review of Monthly Progress Reports, but not less than once a year, to ensure Agreement compliance. Monitoring shall include, but not be limited to, periodic review of compliance with Agreement service delivery, as described in Attachment A, Grant Work Plan as documented in Attachment C, Monthly Progress Reports and also which includes a review of all Agreement requirements including the Attachments. The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced compliance monitoring visits at any site where services are delivered pursuant to this Agreement.
 - B. For each onsite compliance monitoring visit, Department staff will provide an oral exit interview and a written monitoring report to the Grantee.

- C. If issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) may be required of the Grantee. If required, the CAP shall be submitted to the Department's Grant Manager within ten calendar days of receipt of the monitoring report. If a CAP is required of the Grantee, failure to correct deficiencies after thirty calendar days from the date-of-receipt of a written monitoring report notating the deficiencies may result in a determination of breach of Agreement and termination of services. If a CAP is not required of the Grantee, the Department may proceed under Section 11 and/or Section 14.
- 11. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide 30 calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination. If this Agreement is terminated, the Department shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Department shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
- 12. The Department may terminate this Agreement for convenience by providing the Grantee with 30 calendar days written notice. If this Agreement is terminated, the Department shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Department shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
- 13. This Agreement may be unilaterally terminated by the Department for refusal by the Grantee to allow public access to all documents, papers, letters or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a), Article I of the Florida Constitution and Chapter 119, Florida Statutes. If this Agreement is terminated, the Department shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Department shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
- 14. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances.
 - A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - B. Disallow (that is deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate this Agreement.
 - D. Withhold further awards for the project or program.
 - E. Take other remedies that may be legally available.
 - F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination.
 - G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.
- 15. In accordance with Presidential Executive Order 12549, Debarment and Suspension (10 CFR Part 606, later moved to 2 CFR Part 901), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by USDOE to the Department.

- 16. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Department, the State of Florida, USDOE or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- 17. A. The Grantee shall retain and maintain all records referenced in Section 16 and make such records available for an audit as may be requested. Such records shall include independent auditor working papers, books, documents and other evidence, including but not limited to, vouchers, bills, invoices, requests for payment and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement.
 - B. The Grantee agrees to comply with the audit requirements of Section 215.97, Florida Statutes, and those found in Attachment D, Special Audit Requirements as applicable.
 - C. The Grantee shall include the audit and record keeping requirements described above and in Attachment D, in all subcontracts and assignments with sub-grantees of funds according to Section 215.97, Florida Statutes. For purposes of this Agreement, "sub-recipient" shall be defined in accordance with Section 215.97 (2)(x), Florida Statutes.
 - D. The Grantee must provide copies of any audit referencing this Agreement, the audit transmittal letter, and any response to such audit to the Department within 30 calendar days of its receipt. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.
- 18. A. The Grantee may subcontract work under this Agreement upon the condition that each Attachment C, contains a current list of subcontractors, the amount of each subcontract and a short description of work to be performed by that subcontractor. The Grantee shall be solely responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, programs and activities under this Agreement whether directly performed or by subcontract.
 - B. The Grantee shall not enter into subcontracts in which the Department or USDOE could be held liable to a subcontractor for any expenses or liabilities. The Grantee shall defend and hold the Department and USDOE harmless of any liabilities incurred under any of the subcontracts entered into by the Grantee. The Grantee shall be liable for all work performed and all expenses incurred as a result of any subcontract.
 - C. The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors or sub-vendors under this Agreement. The Grantee shall report to the Department, in each Attachment C, its expenditures with minority, woman and service-disabled veteran-owned businesses. The directory of State of Florida certified minority, woman and service-disabled veteran-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Attachment C shall contain the names and addresses of the minority, woman and service-disabled veteran-owned businesses; the aggregate dollar figure disbursed that month for each business; the time period; type of goods or services; and whether the business is minority, woman or service-disabled veteran-owned. If no expenditures were made to minority, woman and service-disabled veteran-owned businesses, the Grantee shall state "None" on that portion of the Attachment C.
- 19. The Grantee agrees to permanently refrain from using or mentioning its association with the Department in advertisements, letterhead, business cards, etc. The Grantee's project with the Department may be generally stated and described in the Grantee's professional resume. The Grantee may not give the impression in any event or manner, that the Department endorses or recommends the Grantee.
- 20. A. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

- B. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- The Grantee shall comply with all applicable federal, state and local rules and regulations. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- 22. The Grantee agrees to comply with, and include as appropriate in subcontracts, the applicable regulations listed in Attachment E, and the provisions contained in Attachment F.
- 23. The Department's Grant Manager for this Agreement is identified below.

| Department Grant M | anager: Ms. Anne Boland |
|----------------------|--------------------------------------|
| Florida Department | of Agriculture and Consumer Services |
| Office of Energy | |
| 600 South Calhoun S | Street, Suite 251 |
| Tallahassee, Florida | 32399-0001 |
| Telephone No.: | 850-617-7470 |
| Fax No.: | 850-617-7471 |
| Email Address: | Anne.Boland@FreshFromFlorida.com |

24. The Grantee's Grant Manager for this Agreement is identified below.

| Grantee's Representat | tive: Mr. Kristian Swen | son |
|-------------------------|-------------------------|------------|
| Lake County Board o | f County Commissioners | S |
| Facilities and Fleet M | anagement | |
| 315 West Main Street | | |
| Tavares, Florida 3277 | 78-3813 | |
| Telephone No.: | (352) 343-9760 | |
| Fax No.: (352) 343-5618 | | |
| Email Address: | kswenson@lakecour | ntyfl.gov |
| Grantee D-U-N-S: | 079214136 | |
| Grantee CCR Registr | ation Expiration Date: | 04/01/2015 |

- 25. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. The Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. The Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected if any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes.
- Documentation of all insurance coverage(s) required below shall be submitted by the Grantee to the Department.

 Upon expiration of documented proof of insurance coverage, the Grantee shall submit proof of continued insurance coverage to the Department within 30 calendar days of insurance coverage expiration.
 - A. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

- 27. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
- 28. Upon satisfactory completion of this Agreement, with Department approval, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign Attachment J, Property Reporting Form, and submit it to the Department as an attachment to the Attachment B, Payment Request Summary Form, in which these costs are documented for reimbursement or match. The following terms shall apply:
 - A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
 - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
 - D. All purchase and disposition of equipment shall be in accordance with 10 CFR Part 600.
- 29. The employment of unauthorized aliens by any Grantee/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- 30. A. No person on the grounds of race, creed, color, national origin, age, sex or disability shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
 - B. The Grantee agrees to comply with 10 CFR Part 1040 "Nondiscrimination in Federally Assisted Programs."
 - C. The Grantee affirms that its aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the Grantee been placed on the Discriminatory Vendor List. The Grantee further agrees that it shall not violate such law and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
 - D. The Grantee affirms that its aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the Grantee been convicted of a Public Entity Crime. The Grantee agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement. The Grantee shall insert a provision in accordance with this Paragraph in all subcontracts for services in relation to this Agreement.
- 31. Land acquisition is not authorized under the terms of this Agreement.
- 32. A. If the Grantee brings to the performance of this Agreement pre-existing intellectual property, the Grantee shall retain all rights and entitlements to that pre-existing intellectual property.
 - B. All patent rights, copyrights, and data rights must be in accordance with 10 CFR Part 600 as referenced in Attachment H.
 - C. If, during the course of the Agreement, the Grantee modifies a pre-existing invention to the point where it is a new invention, patentable in its own right, or if any discovery or subject invention arises or is developed in the course of, or as a result of, work or services performed under this Agreement, or in any way connected herewith, the Grantee shall retain the entire right, title, and interest to each discovery or subject invention, subject to the provisions of this Section. With respect to any subject invention in which the Grantee retains title, the Department shall have a royalty-free, nonexclusive, transferable, irrevocable,

paid up license to practice or have practiced for, or on behalf of, the Department or the State of Florida the subject invention and sublicense the same.

- D. In the event that any books, manuals, films, or other copyrightable material are produced, which are intended to be made available to the public, the Grantee shall notify the Department. The Department shall have a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do the same. The Grantee hereby grants the Department full authority and right to modify or create derivative works of, or allow others to modify or create derivative works on behalf of the Department, any publications first produced under this Agreement. Any content submitted to the Department which is asserted to be exempt under Florida's Public Records Act, Chapter 119, Florida Statutes, shall be clearly marked "business proprietary," "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing. Failure to identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret.
- E. The terms and conditions specified in Section 32 shall also apply to any subcontracts made under this Agreement. The Grantee shall be responsible for informing the subcontractor of the provisions of this section and obtaining disclosures.
- The Grantee is encouraged to publish or otherwise make publicly available the results of the work conducted under this Agreement. USDOE requires an acknowledgement of Federal support. A disclaimer must appear in the publication of any material, copyrighted or not, which was based on or developed under this Agreement, as follows:

Acknowledgement: "This material is based upon work supported by the U.S. Department of Energy and the Florida Department of Agriculture and Consumer Services under Award Number DE-EE-0004575."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, nor any of their contractors, subcontractors or their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or any third party's use or the results of such use of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof or its contractors or subcontractors. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

- 34. The Grantee shall not develop any software or databases under the terms and conditions of this Agreement.
- The Parties agree they will seek to resolve any disputes between them regarding their responsibilities as soon as possible and at the lowest level reasonable, in order to conserve the resources of the Parties. The Parties further agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes between them.
- This Agreement is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida Law.
- 37. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties and attached to the original of this Agreement, unless otherwise provided herein.
- 38. The following Attachments are incorporated into this Agreement:

Attachment A Grant Work Plan

Attachment B Payment Request Summary Form

Attachment C Monthly Progress Report

Special Audit Requirements Attachment D Attachment E Federal Regulations Federal Funding Grantee, Sub-grantee and Contractor Provisions Attachment F Debarment and Suspension Form Attachment G **Intellectual Property Provisions** Attachment H Disclosure of Lobbying Activities I Attachment Property Reporting Form Attachment J Attachment K Annual Report

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

LAKE COUNTY BOARD OF COUNTY
COMMISSIONERS

By: DAVID'C. HEATH
COUNTY MANAGER

Approved as to form and legality:

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

By: D. ALAN EDWARDS
DIRECTOR OF ADMINISTRATION

Date: 3-13-15

Approved as to form and legality:



ATTACHMENT A GRANT AGREEMENT NO. GO432 GRANT WORK PLAN

A. PROJECT TITLE: Smart Occupancy Sensing Thermostat Retrofit – Lake County

B. PROJECT LOCATION: Lake County, Florida

C. PROJECT BACKGROUND:

This project is for the retrofit of standard non-communicating HVAC thermostats with occupancy sensing remote monitored smart thermostats and remotely installed duct temperature and room temperatures in three County-owned, publically accessible, community-oriented buildings:

- Umatilla Community Center, 17107 Ball Park Road, Umatilla, Florida 32784
- Marion Baysinger Library, 756 West Broad Street, Groveland, Florida 34736-2418
- Fairgrounds Expo Building, 2101 County Road 452, Eustis, Florida 32726-7504

Umatilla Community Center, located at 17107 Ball Park Road, Umatilla, Florida 32784, is a 3,200 square foot modular constructed steel frame building constructed upon a masonry stem wall. It was built in 2003. The building is used as a community building that serves as a meeting location for several organizations, such as Meals on Wheels, civic groups, church groups, 4-H, and neighborhood associations. The building is available for use 24 hours a day, 7 days per week.

Marion Baysinger Library, located at 756 West Broad Street, Groveland, Florida 34736-2418, is a 4,500 square foot masonry constructed building that was built in 1978. The building serves as a library for the surrounding community. In addition to reading material, the library also has computers and community meeting rooms available for use.

The Fairgrounds Expo Building is the largest building in at the Lake County Fairgrounds, 2101 County Road 452, Eustis, Florida 32726-7504. The Expo Center building is a 17,814 square foot structural steel frame building with a masonry curtain wall. It was constructed in 1965. The Expo Center holds a variety of events, markets and shows. The building is open as scheduled with shows/events and at a minimum Monday through Friday from 8:00 a.m. to 5:00 p.m.

D. PROJECT OBJECTIVES:

• Objective 1: To reduce the annual power consumption within the county by procuring and installing smart occupancy sensing thermostats in three community oriented, publically accessible facilities in Lake County, and by integrating the new sensors and thermostats with the County's existing Building Automation System.

E. PROJECT DESCRIPTION:

- Task 1: Smart Occupancy Sensing Thermostat Retrofit
 - o Task 1a: Select a vendor following the procurement procedures outlined in 10 CFR 600 to install smart thermostats at Umatilla Community Center, Marion Baysinger Library, and the Fairgrounds Expo
 - Task 1b: Complete engineering and design plans (incorporate into bid specifications), including
 integration with the County's existing Building Automation System and training of staff on using the new
 equipment.
 - o Task 1c: Obtain permits, if necessary.

- Task 1d: Install nine (9) smart thermostats: 4 at Umatilla Community Center; 4 at Marion Baysinger Library; and 1 at the Fairgrounds Expo Building.
- Task 1e: Submit a report to the Office of Energy including the procurement documents used to select the vendor, the contract between the Grantee and the vendor, photographs of the installed devices, a copy of the operation and maintenance manual, and training documents.
- Task 2: Monitoring of Energy Savings

F. PROJECT MILESTONES/DELIVERABLES/OUTPUTS:

The table below identifies the month of the project each task will start and be accomplished.

| No. | Task/Activity Description | Deliverables/ Outputs | Start Month | Deadline Month |
|-----|--|---|----------------|-------------------|
| 1 | Smart Occupancy Sensing Thermostat Retrofit | Submit a report to the Office of Energy including the procurement documents used to select the vendor, the contract between the Grantee and the vendor, photographs of the installed devices, a copy of the operation and maintenance manual, and training documents. | 1 | 6 |
| 2 | Monitoring of Energy Savings | Submit energy savings report to the Office of Energy | 7 | 12 |

G. PROJECT BUDGET:

The budget below summarizes the project by Funding Category. All dollar amounts are rounded to the nearest whole dollar value.

| Funding Category | Grant Funds | | ching Funds and Contributions |
|----------------------------|-------------|------------------------------|----------------------------------|
| | | Funding | Source of Funds |
| 1. Salaries | \$0 | \$3,833 | Lake County |
| 2. Fringe Benefits | \$0 | \$1,129 | Lake County |
| 3. Supplies/Other Expenses | | | ` |
| 4. Equipment | | | |
| 5. Contractual Services | \$44,550 | \$4,950 | Lake County |
| Total Project Budget | \$44,550 | \$9,912 | |
| Total Project Cost | \$54,462 | = Grants Funds + Cost Sha | ire |
| Cost Share Percentage | 18.2% | = Cost Share / Total Project | ct Cost |

H. TOTAL BUDGET BY TASK:

The project budget below summarizes the project by Project Task. Project Tasks correspond to the "Project Description" section. All dollar amounts are rounded to the nearest whole dollar value.

| | Project Task | Grant Funds | | atching Funds and nd Contributions |
|---|---|-------------|-------------------------|------------------------------------|
| | | | Matching Funds | Source |
| 1 | Smart Occupancy Sensing Thermostat Retrofit | \$44,550 | \$9,912 | Lake County |
| | Totals: | \$44,550 | \$9,912 | |
| | Total Project Cost: | \$54,462 | = Grant Funds + Cost Sl | nare |

I. BUDGET DETAIL:

Using the definitions provided below, the detailed, line-item budget clarifies the Budget Summary shown in Section G. Budget Category Sub-Totals have been rounded to the nearest whole dollar value. Up to 10% of grant funds may be used for administrative costs, excluding the cost of meeting reporting requirements of the program. Administrative costs are defined as: allowable, reasonable, and allocable Direct and Indirect costs related to overall management of the awarded grant (including travel). For each budget line-item, the appropriate column identifies if the cost is: 1) Grant or Match, 2) a Direct cost used to calculate Indirect Costs (if approved) and 3) whether the cost is Administrative in nature. A description of what is required for each budget category is as follows:

- <u>Salaries</u> Identify the persons to be compensated for work on this project by name (if known), position, and title. Show the hourly cost and total hours to be charged for each person or position. Divide annual salaries by 2080 hours and nine month academic salaries by 1560 hours, to find the hourly rate.
- 2. <u>Fringe Benefits</u> Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations.
- 3. <u>Travel</u> Travel expenses are not authorized.
- 4. <u>Supplies & Other Expenses</u> List expendable supplies by category description, unit costs and quantity. List other expenses not included in any of the above categories. Examples would be printing, copying, postage, communications, etc. Non-expendable equipment valued at less than \$1,000 may be listed also. Include only expenses directly related to the project, not expenses of a general nature. For Match only, list costs related to donated real property such as land (not to exceed the fair market value of the property).
- 5. <u>Equipment</u> List non-expendable personal property/equipment valued at \$1,000 or more by description, unit cost, and quantity. Computers and data-processing equipment should be described in detail.
- 6. <u>Contractual Services</u> Subcontractors should provide the same information required by this budget table, with the following exceptions: (a) when professional services are provided at a pre-existing approved rate or fee shown on the budget; or (b) the subcontract is to be obtained competitively. For either (a) or (b), show an estimated maximum amount.
- 7. Indirect Costs/Rate Indirect Costs are not authorized.
- 8. <u>Total Budget Category</u> Show the total of all line-items within a Budget Category.
- 9. Total Budget Show the total of all categories.

| 1 Salaries | | | | | | | | |
|--------------------------------------|------------------|---------|----------------------------------|--------|--------------------|-----------|-------------------|--------------|
| 1. Cararros | | | | | | | Direct costs used | |
| | | | | | | Grant = G | to calculate | |
| | | | Hours/wk. | | Total Gross Salary | or | Indirect Cost? | Admin. Cost? |
| Salaries (Name/Position) | Hourly Cost (\$) | * | or % FTE | il | (\$) | Match = M | Y/N | Y/N |
| Richard I eRlanc / Project Manager | \$42.55 | * | 1.4% | 11 | \$1,239.06 | M | Z | Y |
| John Bringard / Contracts Specialist | \$28.34 | * | 1.4% | II | \$2,593.68 | M | Z | Y |
| | Sub | -Totals | Sub-Totals for Salaries Category | tegory | \$3,833 | | | |

| 2. Fringe Benefits | | | | | | | | | |
|--------------------|------------|-------------------|--------------|---------------------------------------|--------------|---------------|-----------|-------------------|-------------|
| | | Approved % per | | | | | | Direct costs used | |
| | Amount | Work Plan or | FICA/MEDI | RETIRE. | INSUR+WC | Total | Grant = G | to calculate | i |
| | Gross | enter "N/A" & | Benefit # 1 | Benefit # 2 Benefit # 3 | Benefit # 3 | Fringe | or | Indirect Cost? | Admin. Cost |
| Name of Employee | Salary (S) | provide break-out | & Cost | & Cost | & Cost | Benefits (\$) | Match = M | Y/N | Ϋ́N |
| Richard LeBlanc | \$1 239.06 | N/A | \$94.79 | \$84.01 | \$135.75 | \$314.55 | M | N | Y |
| John Bringard | \$2.593.68 | N/A | \$198.38 | \$175.82 | \$440.26 | \$814.47 | M | Z | Y |
| | | | Sub-Total of | Sub-Total of Fringe Benefits Category | its Category | \$1,129 | | | |

| 3 Cunnlies Other Fynenses | | | | | | | | |
|------------------------------|--|--------|--------------------|------|-------------------------------|-----------|---------------------|-------------|
| 3. Supplies - Carea Expenses | | | | | | | Form of the Control | |
| | | | | | | | Direct costs used | |
| | | | | | | Grant = G | to calculate | |
| | | | | | | or | Indirect Cost? | Admin. Cost |
| Description | Unit Cost (\$) | * | Quantity | 11 | Total Cost $(\$)$ Match = M | Match = M | Y/N | Y/N |
| A/A | \$ | * | | 11 | N/A | | | |
| | Sub-Total of Supplies - Other Expenses Category | 0 - sa | ther Expenses Cate | gory | 0\$ | | | |
| | The second of the control of the con | | | | | | | |

| 4 Faminment | | | | | | | | |
|-----------------|----------------|--------|---------------------------------|------|----------------------------------|-----------|-------------------|-------------|
| - reduiting the | | | | | | | Direct costs used | |
| | | | | | | Grant = G | to calculate | |
| | | | | | | or | Indirect Cost? | Admin. Cost |
| Description | Unit Cost (\$) | * | Quantity | | Total Cost $(\$) \mid Match = M$ | Match = M | Y/N | X/N |
| N/A | 8 | * | | 11 | N/A | | | |
| | qnS | Total. | Sub-Total of Equipment Category | gory | 0\$ | | | |

| 5. Contractual Services | es | | | | | | | | |
|-------------------------|-----------------------------|--|--------|-----------------|------|---------------------------|-----------|--------------------------------|-------------|
| | | | | | | | Grant = G | Direct costs used to calculate | |
| | | | | | | | or | Indirect Cost? | Admin. Cost |
| Name of Vendor | Description | Fee/Rate (\$) | * | Quantity | 11 | Total Cost (\$) Match = M | Match = M | N/Y | Y/N |
| | Purchase, installation and | | | | | | | | |
| | setup of smart thermostats; | | | | | \$44 550 | ئ | Z | Z |
| | includes sensors and | | | | | · · · |) | • | |
| F - 1 - F | connecting to Lake | 65 500 | * | 0 | 11 | | | | |
| 10 be determined | County's existing Building | 200,00 | | ` | | | | | |
| | Automation System; also | | | | | 64 950 | Σ | 7 | Z |
| | includes training for staff | | | | | 00000 | | • | |
| | on use | | | | | | | | |
| | ns | Sub-Total of Contractual Services Category | ractua | 1 Services Cate | gory | \$49,500 | | | |
| | | | | | | | | | |

| 6. Total Project Budget | | | | | |
|---------------------------|---------------------------------|----|-------------------|---|-------------------|
| | | | | | |
| Budget Category | Total Costs for Budget Category | II | Total Grant Costs | + | Total Match Costs |
| Salaries | \$3,833 | 11 | 80 | + | \$3,833 |
| Fringe Benefits | \$1,129 | 11 | 0\$ | + | \$1,129 |
| Supplies — Other Expenses | 0\$ | 11 | 0\$ | + | \$0 |
| Faninment | 0\$ | 11 | 0\$ | + | 80 |
| Contractual Services | \$49,500 | 11 | \$44,550 | + | \$4,950 |
| Total Project Budget | \$54,462 | - | \$44,550 | + | \$9,912 |

J. MEASURES OF SUCCESS: In the Final Report, the Grantee shall address how the project objectives were accomplished.

* * *



ATTACHMENT B PAYMENT REQUEST SUMMARY FORM

| Grantee: Lake County BOCC | Grantee's Representative: |
|-----------------------------|---|
| Mailing Address: | Reimbursement Request No.: |
| Grant Agreement No.: GO432/ | Reimbursement Period: |
| Date of Request: | From <u>MM/DD/2015</u> to <u>MM/DD/2015</u> |
| Amount Requested: \$ | Percent Matching Required: 18% |

PROJECT EXPENDITURES SUMMARY SECTION

| | | TOTAL | | TOTAL CUMULATIVE |
|---|--------------|---------------|------------|-----------------------------|
| | AMOUNT OF | CUMULATIVE | MATCHING | MATCHING |
| CATEGORY OF EXPENDITURE | THIS REQUEST | PAYMENTS | FUNDS | FUNDS |
| 1. Salaries | \$ | \$ | \$ | \$ |
| 2. Fringe Benefits | \$ | \$ | \$ | \$ |
| 3. Travel (if authorized) | \$ | \$ | \$ | \$ |
| 4. Supplies/Other Expenses | \$ | \$ | \$ | \$ |
| 5. Equipment | \$ | \$ | \$ | \$ |
| 6. Contractual Services | \$ | \$ | \$ | \$ |
| 7. Indirect Costs (if authorized) | \$ | \$ | \$ | \$ |
| TOTAL AMOUNT EXPENDED | \$ | \$ | \$ | \$ |
| Retainage* (10% of TOTAL AMOUNT EXPENDED) | \$ | \$ | | |
| TOTAL AMOUNT TO BE REIMBURSED | \$ | \$ | | |
| AGREEMENT AMOUNT | \$44,550.00 | To the second | \$9,912.00 | Security of the security of |
| Less TOTAL AMOUNT EXPENDED: | \$ | | \$ | |
| TOTAL AVAILABLE BALANCE | \$ | | \$ | |

^{*} The cumulative Retainage amount shall be reimbursed on the Final Reimbursement Request, upon approval of the Final Report by the Department's Grant Manager.

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above is for items that were charged to and utilized only for the above cited grant activities.

| Grantee's Representative's Signature | Grantee's Fiscal Agent |
|--------------------------------------|------------------------|
| Print Name | Print Name |
| Telephone Number | Telephone Number |

GRANT REIMBURSEMENT DOCUMENTATION DETAIL

| 4 Solo=50 | | | | | | | | | |
|--|-----------------------------------|--|--|-------------------------------|----------------------|------------------------------|--------------------------|--|--|
| - Odlains | | | Hourly Rate | Hours | Type of Work | Type of Work Performed and | Grant=G or Match=M | Direct Costs used to Calculate Indirect | Admin. Cost Y/N |
| Employee Name | Paycheck # | # Amount (\$) | (SIU/ \$) | NOINEG NOINEG | 080 | 2001 | | | |
| | | ÷ 69 | · S | | | | | | |
| -Y-qnS | Sub-Total of Salaries: | ╂ | | | | | | | CHARLES TO A STATE OF THE STATE |
| 2 Fringe Benefits | | 1 | | | | | | | |
| | | Approved Rate (%) of Fringe Benefits per |)f | | | | | Direct Costs used to | |
| Name of Employee | Amount of Gross Salary (\$) | Work Plan or enter "N/A" & provide break out | k Benefit #1 & Cost | Benefit#2 & Cost | Benefit #3 & Cost | Amount documented (\$) | Grant=G or Match=M | calculate Indirect Cost? Y/N | Admin. Cost Y/N |
| | \$ | | € O | \$ | \$ | & | | | |
| | \$ | | G | \$ | 8 | & | | | |
| | - | | dus | Sub-Total of Fringe Benefits: | e Benefits: | 49 | | | |
| 3 Travel | | 515 316 316 317 318 318 318 318 318 318 318 318 318 318 | | | | | | | |
| o. Ilavel | | | | | | | | Direct Costs | |
| | | | | Copies of all receipts | | | Grant=G | used to calculate | |
| Name of Employee Traveling | Destination | Dates of Trip | Amount Paid (\$) | | Purpo | Purpose of Trip | or Match=M | Indirect Cost? Y/N | Admin. Cost Y/N |
| A/N | | | N/A | | | | | i de la companya de l | |
| N/A | | | N/A | | | | | | |
| | S | Sub-Total of Travel: | I: N/A | | | | | | |
| 4 Supplies - Other Expenses | penses | | Harris Ha | | | | | | |
| | | | | | Descript | Description of Goods | Grant=G | Direct Costs used to calculate | : : |
| Name of Vendor from which goods were purchased | hich Vendor's | or's Amount Paid | d Grantee Check # | Grantee Check Date | Purchas | ased and Dates Received | or Match=M | Cost? Y/N | Cost Y/N |
| | | ₩ | | | | | | | |
| | | € | | | | 1000 | | | |
| | | \$ | | | | | | | |
| St Total of Sunnilas Other Expenses: | Other Evner | \$.500 | | | | | | | |
| Sup-1 Otal Of Supplies | 12110 - 1 | ┨ | | | | | | | |

GRANT REIMBURSEMENT DOCUMENTATION DETAIL (continued)

| 5 Enninment | | | | | | | | | |
|--|---------------------------------------|------------------------------|--------------------------------|-------------------------|---|---|---|---|---|
| Name of Vendor from which | Vendor's | Amount Paid | Grantee | Grantee Check | Description of Goods Purchased and Dates Received | Property Form Attached? | Grant=G or Match=M | Direct Costs used to calculate Indirect Cost? Y/N | Admin. Cost Y/N |
| goods were purchased | # HIVOICE # | \$ | F 1200 | 28 | | | | | |
| | | \$ | | | | | | | |
| Sub-Total of | Sub-Total of Equipment: | ક | | | | 200 | NV() | | Eliabotic Annual alice and the party of the |
| 6 Contractual Services | | | | | | 4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | | | |
| | | | | Grantee | Description of Contractual | Listed on Progress | Grant=G | Direct Costs used to calculate | |
| Name of Vendor Performing Contractual Services | Vendor's Invoice # | Amount Paid (\$) | Grantee Check # | Check Date | Services and Dates Received | Report? (Y/N) | or Match=M | Indirect Cost? Y/N | Admin. Cost Y/N |
| | | \$ | | | | | | | |
| | | 0 | | | | | | | |
| Sub-Total of Contractual Services: | ual Services: | ↔ | | | | | | | |
| 7. Indirect Costs, if allowable | le | | | | Total Grant Reimbursement Summary | ursement S | Summary | | |
| Direct Costs Sub-Total to calculate Indirect Costs on this Invoice | Approved Indirect Cost Rate (%) | Amount documented (\$) | Note: Infor correspond I | mation provinity the ap | Note: Information provided on the Grant Reimbursement Documentation Detail must correspond with the approved Attachment A, Grant Work Plan, Attachment B - Project Expenditures Summary Section and supporting documentation. | Reimburser A, Grant W n and suppo | nent Docur Vork Plan, A orting docu | nentation De Vtachment B mentation. | tail must - Project |
| N/A | N/A | N/A | | | | | | | 1, |
| Sub-Total of Indirect Costs: | direct Costs: | N/A | | | Total Grant Funds Requested : | unds Redu | lested: \$ | | |

GRANT REIMBURSEMENT DOCUMENTATION DETAIL AND MATCH DOCUMENTATION DETAIL

Match. Costs listed on the Grant Reimbursement Documentation Detail must reflect information on supporting documentation, must correspond with the approved Project item, identify if the cost is: 1) Grant or Match, 2) a Direct cost used to calculate Indirect Costs (if approved), and 3) whether the cost is Administrative in nature. Provide and year prior to the Reimbursement Period must be accompanied by a statement that this cost was not included in a prior Reimbursement Request. For each budget line-Budget, the Payment Request Summary Form - Project Expenditures Summary Section and accompanying supporting documentation. The description of each line-item must include the month and year that the item was received; this month and year must fall within the Reimbursement Period. Any line-item with a corresponding month Provide a detailed, line-item description using the worksheet provided for each Budget Category of funds Grantee is requesting for reimbursement or documentation of accurate costs and do not round the amounts to the nearest whole dollar value.

provided in lieu of copies of the actual checks. If an item was purchased with a credit card, reflect "paid by credit card" on Grant Reimbursement Documentation Detail or the Match Documentation Detail, in lieu of a check number and provide vendor receipt reflecting that the item was paid by credit card (this can be hand written) along with dates of service. Only expenditures for budget categories and budget line-items in the approved Project Budget will be reimbursed or documented as Match. Listed below items are shown on the Grant Reimbursement Documentation Detail and the Match Documentation Detail, and 3) be either highlighted or circled. Check numbers may be Supporting documentation for each amount for which reimbursement is being requested must: 1) list the item that has been paid for, 2) be submitted in the order in which a copy of related credit card statement (credit card number and other confidential information may be blacked out). Each piece of documentation must clearly reflect the are the types of documentation and examples of minimum requirements.

- Salaries: A payroll register or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
 - Grant Agreement specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the for the fringe benefits amount must be shown. 3

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- form that has been signed and dated by the traveler and the traveler's supervisor and copies of all travel receipts must also be attached. For additional information Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, including submission of the claim on the approved state travel on documentation of travel costs, contact the assigned Department Grant Manager. 3
- (4) Supplies Other Expenses: Reimbursement will be made based on paid invoices/receipts.
- Equipment: Reimbursement will be made based on paid invoices/receipts. Attachment J, Property Reporting Form, must be properly completed, signed and attached to the Attachment B, Payment Request Summary Form for each item of equipment requested for reimbursement or match documentation. (5)
- Contractual Services: Reimbursement will be made based on paid invoices/receipts. Subcontractors must be listed on Attachment C, Monthly Progress Report, for the corresponding reimbursement period. 9
 - Indirect Costs: If the Grant Agreement allows recovery of Indirect Costs, the calculation of these costs must be based upon direct costs reflected in the corresponding reimbursement period, utilizing the Indirect Cost rate in the approved Project Budget. 6

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| | | | | AI CH DOCOL | MATCH DOCOMENTATION DETAIL | JE I MIE | | | | |
|--|----------------------------|--------------------------|---|---------------------|--|---------------|---|---------------|--------------------------------------|--|
| 1. Salaries | | | | | | | | | Direct Costs | |
| | | | | | | | | | used to | |
| | | Gross | | | | ; | - | Grant=G | Calculate | : : : : : : : : : : : : : : : : : : : |
| L | 9 | | Paycheck F | Hourly Rate | Hours | Type of Work | Type of Work Performed and Date Services | or Match=M | Cost? Y/N | Cost Y/N |
| Employee Name | raycheck # | 69 | \$ | 1 | | | | | | |
| | | s | ₩ | | | | | | | |
| T-du.S. | Sub-Total of Salaries: | ج ن | | | | | | | | THE STATE OF THE S |
| S Frience Bonofife | | - | | | | | | | | |
| z. rriilge bellellis | | | | | The state of the s | | | | Direct Costs | |
| | | Approved | Approved Rate (%) of | | | | Amount | Grant=G | used to | |
| | it of alary | ringe bene Plan or er | Fringe Benefits per work Plan or enter "N/A" & | L) | Benefit#2 & | Benefit #3 & | documented | Or NidoteM | Indirect | Admin. |
| Name of Employee | \dashv | provide | provide break out | Cost | Cost | Cost | (4) | Match=IVI | COSIC 1/IN | COSt 1/18 |
| | 8 | | | υ | ь | \$ | φ. | | | |
| | 6 | | | မ | € | \$ | ઝ | | | |
| | - | | | | Sub-Total of Fringe Benefits: | te Benefits: | € | | | |
| | | | | | | | | | | |
| s. Iravei | | | | | | | | | Direct Costs | |
| | | | | | Copies of | | | Grant=G | used to calculate | |
| Name of Employee | Destination | Date | Dates of Trip | Amount Paid (\$) | | Purpo | Purpose of Trip | or Match=M | Indirect Cost? Y/N | Admin. Cost Y/N |
| N/A | | | | N/A | | | | | | |
| N/A | | | | N/A | | | | | | |
| | S | Sub-Total of | of Travel: | N/A | | | | | | |
| 4. Supplies - Other Expenses | (benses | | | | | | | | | |
| | | | | | | Descrip | Description of Goods | Grant=G | Direct Costs used to calculate | |
| Name of Vendor from which goods were purchased | which Vendor's ed Invoice# | | Amount Paid (\$) | Grantee Check # | Grantee Check Date | Purchas Re | Purchased and Dates Received | or Match=M | Indirect Cost? Y/N | Admin. Cost Y/N |
| | | ₩ | | | | | i i i i i i i i i i i i i i i i i i i | | | |
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| | | \$ | | | | | | | | |
| Sub-Total of Supplies - Other Expenses: | s - Other Exper | | | | | | | | | |
| | | | | | | | | | | |

MATCH DOCUMENTATION DETAIL (continued)

| Name of Vendor from Vendor's A | | | | | | | | |
|------------------------------------|---------------------|--------------------|---------------|--|---------------------------|-------------------------|--------------------------------|-----------|
| Vendor's | | | Grantee | Description of Goods | Property Form | Grant=G | Direct Costs used to calculate | |
| Invoice # | Amount Paid (\$) | Grantee Check # | Check Date | Purchased and Dates Received | Attached? (Y/N) | or Match=M | Cost? Y/N | Cost Y/N |
| | ક | | | | | | | |
| θ | \$ | | | | | | | |
| Sub-Total of Equipment: | s | | | | | | | |
| 6 Contractual Services | | | | | | | | |
| o. Comacinal Cel vices | | | | | | | Direct Costs | |
| Nome of Vandor | | | Grantee | Description of Contractual | Listed on Progress | Grant=G | used to calculate | |
| ual Vendor's | Amount Paid | Grantee | Check | Services and Dates | Report? | Or Motobel | Indirect | Admin. |
| Services Invoice# | (\$) | Check # | Date | Keceived | (A/N) | Matcil-Ivi | COSE: 1/IN | 1000 |
| \$ | 8 | | | | | | | |
| • | \$ | | | | | | | |
| Sub-Total of Contractual Services: | \$ | | | | 98.44 | | | |
| 7. Indirect Costs, if allowable | | | | Total Match Documentation Summary | ntation Sun | птапу | | |
| Direct Costs Sub-Total Approved | Amount | Note: Info | rmation pr | Note: Information provided on the Match Documentation Detail must correspond with the | ımentation | Detail musi | correspond | with the |
| Indirect Cost | documented | approved | Attachmen | approved Attachment A, Grant Work Plan, Attachment B - Project Experiorures Summary Section and supporting documentation. | acnment b - ng documer | Project EX, ntation. | e calminiad | uninary . |
| Costs on this invoice Rate (70) | (0) | | | | | | | |
| N/A N/A | N/A | | | | | | | |
| Sub-Total of Indirect Costs: | N/A | | | Total Match Funds Documented: | nuds Docun | nented: \$ | 1999 | |

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the Grantee's agency, as reflected on your Grant Agreement.

MAILING ADDRESS: Enter the reimbursement mailing address.

GRANT AGREEMENT NO.: This is the six-digit number on your Grant Agreement.

DATE OF REQUEST: This is the date the Grantee is submitting the request for reimbursement.

AMOUNT REQUESTED: This is the amount on the "TOTAL AMOUNT TO BE REIMBURSED" line for the "AMOUNT OF THIS REQUEST" column.

GRANTEE'S REPRESENTATIVE: This is the person identified as Grantee's Representative in the Grant Agreement. **REIMBURSEMENT REQUEST NO.:** This is the number of the reimbursement request, not the month number. The first reimbursement request submitted shall be number 1 and subsequent reimbursement requests shall be numbered in ascending numerical order.

REIMBURSEMENT PERIOD: This is the beginning date (dd/mm/yyyy) and ending date (dd/mm/yyyy) of the reimbursement period.

PERCENT MATCHING REQUIRED: Enter the Match requirement here, as reflected on the approved Attachment A, Grant Work Plan.

PROJECT EXPENDITURES SUMMARY SECTION

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount paid during the reimbursement period. Provide accurate costs and do not round figures to the nearest whole dollar value. All costs included in the reimbursement request must agree with the approved Project Budget in the current Attachment A, Grant Work Plan of your Grant Agreement. Do not request reimbursement for costs that do not have an associated, approved, funded budget category or approved, funded budget lineitem in the current Project Budget. Do not claim items that are not specifically identified in the current Budget Detail as reflected in Section I of the current Attachment A, Grant Work Plan.

- Enter the column total on the "TOTAL AMOUNT EXPENDED" line. The figures reflected for each approved budget category must correspond with the budget category amount reflected on the associated Grant Reimbursement Documentation Detail Form.
- For the "Retainage" line, calculate 10% of the "TOTAL AMOUNT EXPENDED" for this reimbursement request; this figure must be shown in brackets (e.g. <\$X,XXX.XX>) to reflect that the amount will be deducted from the "TOTAL AMOUNT EXPENDED", resulting in a decreased "TOTAL AMOUNT TO BE REIMBURSED".
- For the "TOTAL AMOUNT TO BE REIMBURSED" line, deduct the "Retainage" amount from the "TOTAL AMOUNT EXPENDED."
- For the "AGREEMENT AMOUNT", enter the total amount of the Grant Agreement.
- For the "Less TOTAL AMOUNT EXPENDED" line, enter the cumulative total amount expended as reflected on this reimbursement request and all previous reimbursement requests. This figure will include the cumulative "TOTAL AMOUNT TO BE REIMBURSED" plus the cumulative amount deducted as Retainage.
- For the "TOTAL AVAILABLE BALANCE" line, deduct the "Less TOTAL AMOUNT EXPENDED" amount from the "AGREEMENT AMOUNT."
- For only the Final Reimbursement Request, the Grantee may request reimbursement of all previously deducted Retainage on the condition that the Final Report for the project has been submitted and approved by the Department's Grant Manager. To request reimbursement of Retainage, reflect the cumulative amount of Retainage as a positive figure (no brackets) in the "Retainage" line and add it to the "TOTAL AMOUNT EXPENDED" to reflect the final "TOTAL AMOUNT TO BE REIMBURSED" amount.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts <u>submitted</u> for reimbursement to date for each approved, funded budget category. Provide accurate costs and do not round figures to the nearest whole dollar value.

• On the "Retainage" line, enter the total cumulative amount of Retainage deducted from all reimbursement requests; this figure must be shown in brackets (e.g. <\$X,XXX.XX>) to reflect that the amount has been deducted from the "TOTAL AMOUNT EXPENDED." For the Final Reimbursement Request where the total amount of Retainage will be paid, enter zero to reflect that no funds remain retained.

- On the "TOTAL AMOUNT TO BE REIMBURSED" line, deduct the cumulative "Retainage" amount from the cumulative "TOTAL AMOUNT EXPENDED."
- The Final Reimbursement Request must show the total of all reimbursements; first through the final reimbursement (this amount cannot exceed the approved, funded budget amount for each budget category). Enter the column total on the "TOTALS" line.

"MATCHING FUNDS" COLUMN: Enter the amount documented as Match for the reimbursement period. Provide accurate costs and do not round figures to the nearest whole dollar value. This needs to be shown under specific budget categories according to the currently approved Attachment A, Grant Work Plan.

- Enter the total for all budget categories on the "TOTAL AMOUNT EXPENDED" line for this column.
- Enter the total Match budget amount on the "AGREEMENT AMOUNT" line for this column. This amount must correspond with the minimum Match amount specified in Section 4.A of the Grant Agreement and as reflected on the currently approved Attachment A, Grant Work Plan.
- Enter the total cumulative amount of this and any previous Match documented on the "LESS TOTAL AMOUNT EXPENDED" line for this column.
- Deduct the "LESS TOTAL AMOUNT EXPENDED" from the "AGREEMENT AMOUNT" for the amount to enter on the "TOTAL AVAILABLE BALANCE" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount documented to date for Match by budget category. Enter the total of all budget categories on the line titled "TOTALAMOUNT EXPENDED." The Final Reimbursement Request must reflect the total of all documented Match, beginning with the first Match documentation through the final Match documentation, etc.

The proportion of cumulative Matching funds as of the final Match documentation must equate to the Cost Share Percentage as reflected on the current, approved Attachment A, Grant Work Plan of the Grant Agreement. If insufficient "TOTAL CUMULATIVE MATCHING FUNDS" are submitted, the Final Reimbursement Request of grant funds shall be reduced to ensure that the Cost Share Percentage

GRANTEE CERTIFICATION: The Payment Request Summary Form must be signed by both the Grantee's Representative as identified in the Grant Agreement and the Grantee's Fiscal Agent to be approved for reimbursement.

NOTE: If requesting reimbursement for travel, you must include copies of all travel receipts and a copy of the Department's properly completed travel reimbursement form (in the format approved by the Department of Financial Services, Chief Financial Officer) that has been signed by both the traveler and the traveler's supervisor.



ATTACHMENT C GRANT AGREEMENT NO. GO432 MONTHLY PROGRESS REPORT FORM

| Grant Agreement No.: | GO432 / |
|---|---|
| Grantee Name: | Lake County Board of County Commissioners |
| Grantee Address: | |
| Grantee's Representative: | Telephone No.: |
| Monthly Reporting Period: | MM/DD/2015 – MM/DD/2015 |
| Project Number and Title: | Smart Occupancy Sensing Thermostat Retrofit – Lake County |
| | |
| A. Provide a summary of projection accomplishments to the objection provide reasons why.) | ect accomplishments to date. (Include a comparison of actual ves established for the period. If goals were not met, |
| B. Provide an update on the nu greenhouse gasses and the ene | umber of jobs created or retained, quantify the reduction of rgy saved in kWh or BTU. |
| | |

| D. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. |
|---|
| E. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.). |
| |

| F. Provide a project Gracosts to date. | nt Budget updat | e, comparing the | | idget to actual |
|--|----------------------------------|--|---|-------------------------------------|
| Budget Category | Total Grant Project Budget | Grant Expenditures this Reporting Period | Total Cumulative Payments (Include this Reporting Period) | Grant Project Funding Balance |
| 1. Salaries | | | | |
| 2. Fringe Benefits | | | | |
| 3. Travel (if authorized) | | | | |
| 4. Supplies/Other Expenses | | | | |
| 5. Equipment | | | | |
| 6. Contractual Services | \$44,550 | | | |
| 7. Indirect Costs (if authorized) | | <u></u> | | |
| 8. Total of all Grant Budget Categories | \$44,550 | | | |

| Match Budget Category | Total Match Project Budget | Match Expenditures this Reporting Period | Total Cumulative Matching Funds (Include this Reporting Period) | Match Project Funding Balance |
|---|----------------------------------|---|---|-------------------------------------|
| 1. Salaries | \$3,833 | | | |
| 2. Fringe Benefits | \$1,129 | | | |
| 3. Travel (if authorized) | | | | |
| 4. Supplies/Other Expenses | | | | |
| 5. Equipment | | | | |
| 6. Contractual Services | \$4,950 | | | |
| 7. Indirect Costs (if authorized) | | | | |
| 8. Total of all Match Budget Categories | \$9,912 | | | |

H. REPORTING

Activities:

| Metric Area Description | Metric Description | Unit Of Measure |
|--|--|--------------------|
| | Building energy audits, number of audits performed | |
| Building Energy Audits | Building energy audits, floor space audited (sq ft) | |
| Dunaing Biology Traces | Building energy audits, auditor's projection of energy savings | |
| - | Number of buildings retrofitted | |
| Building Retrofits | Buildings retrofitted, square footage retrofitted | |
| | Criteria air pollutants reduced (tons) | |
| Emissions Reductions | Greenhouse gases reduced (CO2 equivalents) | |
| Energy Cost Savings | Dollars Saved | |
| 2.0.8) | Reduction in natural gas consumption (million cu ft) | |
| | Reduction in electricity consumption (megawatt hours) | |
| | Reduction in electricity demand (megawatts) | |
| Energy Savings | Reduction in fuel oil consumption (gallons) | |
| | Reduction in propane consumption (gallons) | |
| | Reduction in gasoline consumption (gallons) | |
| | Number of units purchased other equipment over \$5,000 purchased | .,, |
| Equipment Purchases | Total cost of other equipment over \$5,000 purchased | |
| Government, School, Institutional Procurement | Number of units purchased | |
| | Number of workers | |
| Jobs | Hours worked | |
| Other | Other | |
| Technical Assistance | Information contacts (e.g., webinars, site visits, media, fact sheet) in which energy efficiency or renewable energy measures were recommended | |
| m · · | Hours trained at state agency level | |
| Training | Hours trained at local agency level, by position | |
| Workshops, Training, and | Number of Workshops, training, and education sessions held | |
| Education | Number of people attending workshops, training, and education sessions | |

I, SUBCONTRACTOR LIST

The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly Progress Report must contain a current list of subcontractors, as required in Section 18.A of the Grant Agreement.

*If grantee does not have subcontractors, please state 'None' below.

| Name of Subcontractor | Address | Current Total Amount of each Subcontract | Description of Work Performed |
|-----------------------|---------|--|-------------------------------|
| Subcours and | | | |
| | | | |
| | | | |
| | | | |

J. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. As required in Section 18.C of the Grant Agreement, the Grantee is required to report information concerning their use of such businesses in each Monthly Progress Report.

*If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below.

| idress | (month) | Period | Business | veteran-owned) |
|--------|---------|--------|----------|----------------|
| | | | | |
| | | | | |
| | | | | |

This report is submitted in accordance with the reporting requirements of Grant Agreement No. GO432 and accurately reflects the activities and costs associated with the subject project.

| Signature of Grantee's Representative | Date |
|---------------------------------------|------|

*** * ***



ATTACHMENT D GRANT AGREEMENT NO. GO432 SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Department of Agriculture and Consumer Services (hereinafter referred to as the "Department") to the recipient (hereinafter referred to as the "grantee" or "recipient"), may be subject to audits and/or monitoring by the Department, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR 200, Subpart F, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a nonprofit organization as defined in 2 CFR 200, Subpart F, as revised.

- 1. In the event that the recipient expends \$750,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200, Subpart F, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200, Subpart F, as revised, will meet the requirements of this part.
- 2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subtitle III of 2 CFR 200, Subpart F, as revised.
- 3. If the recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, as revised, is not required. In the event that the recipient expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
- 4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at http://12.46.245.173/cfda/cfda.html.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. The recipient must include the record keeping requirements found herein in subcontractor agreements entered into for work required under terms of this Agreement. In the executed subcontract, the recipient shall provide each subcontractor of state financial assistance the information needed by the subcontractor to comply with the requirements of Section 215.97, Florida Statutes. Pursuant to Section 215.97, Florida Statutes, the recipient shall review and monitor subcontractor audit reports and perform other procedures as specified in the agreement with the subcontractor, which may include onsite visits. The recipient shall require subcontractors, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the Department, the Chief Financial Officer, the Chief Inspector General and the Auditor General access to the subcontractor's records and independent auditor's working papers as necessary to comply with the requirements of Section 215.97, Florida Statutes.
- 5. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: The Florida Legislature's website at http://www.neg.state.fl.us/welcome/index.cfm, the State of Florida's website at http://www.myfloridaccom/, the Department of Financial Services' website at http://www.state.fl.us/audgen.

PART III: REPORT SUBMISSION

- Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F, as
 revised, and required by Part I of this Attachment shall be submitted, when required by Subtitle III of
 2 CFR 200, Subpart F, as revised, by or on behalf of the recipient <u>directly</u> to each of the following:
 - A. The Florida Department of Agriculture and Consumer Services at the following address:

Compliance Administrator or Grant Manager Florida Department of Agriculture and Consumer Services Office of Energy 600 South Calhoun Street, Suite 251 Tallahassee, FL 32399-0001

B. The Federal Audit Clearinghouse designated in 2 CFR 200, Subpart F, as revised (the number of copies required by Subtitle III of 2 CFR 200, Subpart F, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Subtitle III of 2 CFR 200, Subpart F, as revised.
- 2. Pursuant to Subtitle III of 2 CFR 200, Subpart F, as revised, the recipient shall submit a copy of the reporting package described in Subtitle III of 2 CFR 200, Subpart F, as revised, and any management letters issued by the auditor, to the Department at the following address:

Compliance Administrator or Grant Manager Florida Department of Agriculture and Consumer Services Office of Energy 600 South Calhoun Street, Suite 251 Tallahassee, FL 32399-0001

- 3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
 - A. The Florida Department of Agriculture and Consumer Services at the following address:

Compliance Administrator or Grant Manager Florida Department of Agriculture and Consumer Services Office of Energy 600 South Calhoun Street, Suite 251 Tallahassee, FL 32399-0001

B. The Auditor General's Office at the following address:

State of Florida Auditor General Room 401, Claude Pepper Building 111 West Madison Street Tallahassee, FL 32399-1450

RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow access to such records upon request by the Department or its designee, Chief Financial Officer or Auditor General. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

GRANT AGREEMENT NO. GO432 EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

| To Later December 1 | Awarded to the Becinient P | 'urenant to th | Training Bosses Amanded to the Beginient Pursuant to this Agreement Consist of the Following: | | |
|---------------------|--|----------------|---|----------------|-------------------|
| rederai nesoui c | es Awai ueu to tile iveripient | ar Samue as | 4 | | Ctoto |
| Dodorol | | | | | State |
| Lencial | | | | | Annronriation |
| Program | | CFDA | | | Towns Idea of day |
| | Toderol Agency | Number | CFDA Title | Funding Amount | Category |
| Numper | reactal Agency | Idaiiioci | | 0000000 | 34/55/15 |
| DE-EE0004575 | DE-EE0004575 United States Department of | 81.041 | 81.041 State Energy Program | \$44,550.00 | 140220-12 |
| | Fnergy | | | | |
| | (Q) | | | | |
| | | | | | |
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| | | ī | | | |

| Dogumoso Co | Wate Descurses Awarded to the Recipient Pu | rsuant to this | Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs: | ces for Federal Prog | rams: |
|------------------------------|--|----------------|--|----------------------|------------------------------------|
| Federal Program Number | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |

| .97, F.S.: | State | ₹ — | int Category | | | |
|--|--------------------------|---------------|----------------------------|--|--|--|
| ect to Section 215. | | | Funding Amount | | | |
| Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: | CSFA Title | or | Funding Source Description | | | |
| reement Con | | CSFA | Number | | | |
| remant to this Ag | | State | Fiscal Year | | | |
| State December Awarded to the Recipient Plus | Awai ucu to me accipione | | Funding Source | | | |
| State Decument | State Nesources | State Program | Number | | | |

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract/Grant Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Contract/Grant Agreement.

\$44,550.00

Total Award:



ATTACHMENT E GRANT AGREEMENT NO. GO432 FEDERAL REGULATIONS

UNITED STATES DEPARTMENT OF ENERGY AWARD

Formal regulations concerning administrative procedures for USDOE grants appear in Title 10 of the Code of Federal Regulation (CFR). Grant program administrative regulations appear in Part 600. Other USDOE regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement. Financial Assistance Rules, Procurement Requirements 10 CFR 600 New Restrictions on Lobbying 10 CFR 601 Government wide requirements for drug-free work place (financial assistance) 10 CFR 607 Uniform relocation assistance and real property acquisition for federal and 10 CFR 1039 federally assisted programs Nondiscrimination in Federally Assisted Programs or Activities 10 CFR 1040 Enforcement of Nondiscrimination on the basis of handicap in programs or 10 CFR 1041 activities conducted by USDOE **Other Federal Regulations** Nonprocurement Debarment and Suspension 2 CFR 901 Office of Management and Budget (OMB) Requirements Uniform Administrative Requirements 2 CFR Part 200 Subparts B, C, and D **Audit Requirements** 2 CFR Part 200 Subpart F Cost Principles (State and Local Government, Nonprofit Organizations, 2 CFR Part 200 Institutions of Higher Education, and Indian Tribes) Subpart E Principles for Determining Costs Applicable to Research and Development 45 CFR Subtitle A -Under Grants and Contracts with Hospitals Appendix E to Part 74 Contract Cost Principles and Procedures, or uniform cost accounting standards 48 CFR 31 that comply with cost principles acceptable to the federal agency



ATTACHMENT F GRANT AGREEMENT NO. GO432 FEDERAL FUNDING GRANTEE, SUBGRANTEE AND CONTRACTOR PROVISIONS

UNITED STATES DEPARTMENT OF ENERGY AWARD

All subgrants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

- 1. Equal Employment Opportunity All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- 4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

- apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 5. Rights to Inventions Made Under a Contract or Agreement Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR Part 600.325, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 6. Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 8. Debarment and Suspension (E.O.s 12549 and 12689) No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 9. Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)) Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 10. Compliance with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended,

- relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.
- 11. Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Compliance with the provision of the Hatch Act (5 U.S.C. 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 14. Compliance with environmental standards which may be prescribed to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 15. Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 16. Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)
- 17. Compliance with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 18. Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm bloodied animals held for research, teaching, or other activities supported by this Agreement.
- 19. Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- 20. Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

- 21. Assist the Department in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.
- 22. The Department reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.
- 23. Compliance with the Buy American Act (41 U.S.C. 10a-10c) By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
- 24. Preservation of open and competition and government neutrality towards contractors' labor relations on federally funded construction projects.
 - a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
 - i. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
 - ii. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
 - b. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
 - c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.
 - 25. False Claims Act Recipient and sub-recipients shall promptly refer to the USDOE or other appropriate Inspector General any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.



ATTACHMENT G CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

UNITED STATES DEPARTMENT OF ENERGY AWARDS

- The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
- 3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

| Dated this 13 | day of March, 2015. |
|---------------|---|
| | By Ward C. Heath |
| | Authorized Signature/Recipient |
| | DAVID C. HEATH / COUNTY MANAGER |
| | Typed Name/Title |
| | LAKE COUNTY BOARD OF COUNTY COMMISSIONERS |
| | Recipient's Firm Name |
| | 315 W. MAIN ST. POB 7800 |
| | Street Address |
| | |
| | Building, Suite Number |
| | TAVARES, FL 32778 |
| | City/State/Zip Code |
| | (352) 343-9800 |
| | Area Code/Telephone Number |

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

- 1. By signing and submitting this form, the certifying party is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Florida Department of Agriculture and Consumer Services (Department) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The certifying party shall provide immediate written notice to the person to whom this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
- 5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is proposed for debarment under 48 CFR 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- 6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not is proposed for debarment under 48 CFR 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR 9, Subpart .4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



ATTACHMENT H Intellectual Property Provisions Nonresearch and Development

UNITED STATES DEPARTMENT OF ENERGY AWARDS

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

10 CFR 600.136 Intangible property.

- (a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.
- (c) USDOE has the right to:
 - (1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
 - (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- (d)(1) In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Federal awarding agency shall request, and the Recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

**



ATTACHMENT I DISCLOSURE OF LOBBYING ACTIVITIES

UNITED STATES DEPARTMENT OF ENERGY AWARDS

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

| | (See reverse for public bu | rden disclosure.) | | |
|--|---|--|---|--|
| 1. Type of Federal Action: | 2. Status of Federal A | ction: | 3. Report Type: | |
| a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | a. bid/offer b. initial av c. post-awa | | a. initial filing b. material change For Material Change Only: year quarter date of last report | |
| 4. Name and Address of Reporting Entity: Prime Subawardee | | 5. If Reporting Entity and Address of Pri | in No. 4 is Subawardee, Enter Name me: | |
| Lake County Board of County Commissioners Department of Facilities and Fleet Maintenance POB 7800 Tavares, FL 32778 | , if known: | Florida Department of Agriculture and Consumer Services Office of Energy 600 South Calhoun Street Suite 251 Tallahassee, FL 32399-0100 | | |
| Congressional District, if known: | | Congressional District, if known: 7. Federal Program Name/Description: | | |
| 6. Federal Department/Agency: U.S. Department of Energy, Office of Energy Effic Energy (USDOE, EERE) | ciency & Renewable | State Energy Program (SEP) Energy Efficient Retrofits for Public Facilities CFDA Number, if applicable: 81.041 | | |
| 8. Federal Action Number, if known: DE-EE-0004575 | | 9. Award Amount, if known: \$44,550 | | |
| 10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): NA | | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): | | |
| (att | ach Continuation Sheet(s) | | | |
| 11. Information requested through this form is auth section 1352. This disclosure of lobbying activit representation of fact upon which reliance was 1 when this transaction was made or entered into required pursuant to 31 U.S.C. 1352. This infor Congress semi-annually and will be available fo person who fails to file the required disclosure s penalty of not less than \$10,000 and not more the failure. | norized by title 31 U.S.C. ies is a material placed by the tier above . This disclosure is rmation will be reported to r public inspection. Any shall be subject to a civil | Signature: | | |
| Federal Use Only: | | | Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97) | |

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one
 organizational level below agency name, if known. For example, Department of Transportation, United
 States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



COMMISSIONER

(For Property With Grantee/Recipient Assigned Property Control Numbers) PROPERTY REPORTING FORM FOR GRANT AGREEMENT NO. GO432 **ATTACHMENT J**

UNITED STATES DEPARTMENT OF ENERGY AWARDS

GRANTEE: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Agreement. Also list all upgrades* under this Agreement, costing \$1,000 or more, of property previously purchased under a Department Grant Agreement (identify the property upgraded and the applicable Department Agreement on a separate sheet). Complete the description (including manufacturer & previously purchased under a Department Agreement on separate sheet). Complete the description (including manufacturer & model no.)/serial no cost, location/address and property control number columns of this form. The Grant Manager, by Grant Agreement number, no later than January 31 for each year this Agreement is in effect.

| | | | | r | | | | |
|---|--------------------------------------|------|------|--|--|-------------------------------|---|--------------------------|
| GRAN I EE/RECETENT ASSIGNED PROPERTY CONTROL NUMBER | | | | | Date: | MINON MANAGEMENT | IFED ABOVE IN YOUR YOICES SUPPORTING THE COST OICE FOR PAYMENT. | |
| LOCATION/ADDRESS | | | | | x Manager: | USE ONLY | MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR AGREEMENT FILE. IF THE AGREEMENT IS A COST REIMBURSEMENT AGREEMENT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/RECIPIENT'S INVOICE FOR PAYMENT. | Date: |
| SERIAL NO./COST** | | | | er documentation to support purchase. | Grantee's/Recipient's Project Manager: | BELOW FOR DEPARTMENT USE ONLY | ENT WITH A COPY OF THE INVOICES SUP HE AGREEMENT IS A COST REIMBURSEM KCE AND ACCOUNTING FOR THE PROCES | |
| DESCRIPTION | (INCLUDING MANUFACTURER & MODEL NO.) | | | *Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase. | Grantee/Recipient: | | GRANT MANAGER: MAINTAIN THIS DOCUM AGREEMENT FILE. IF TI OF THE ITEMS TO FINAN | Grant Manager Signature: |

FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Recipient is responsible for retaining ownership of the equipment/property upon satisfactory completion of the

Agreement.

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ATTACHMENT K GRANT AGREEMENT NO. GO432 ANNUAL REPORT

UNITED STATES DEPARTMENT OF ENERGY AWARDS

| Grant Agreement No.: | GO432 / |
|---|---|
| Grantee Name: | Lake County Board of County Commissioners |
| Grantee Address: | |
| Grantee's Representative: | Telephone No.: |
| Annual Reporting Period: | MM/DD/YYYY – MM/DD/YYYY |
| Project Number and Title: | Smart Occupancy Sensing Thermostat Retrofit – Lake County |
| | |
| B. Provide an update on the negreenhouse gasses and the ene | stimated time for completion of the project and an |

| D. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. |
|---|
| explanation of cost over this of high unit costs. |
| |
| |
| |
| |
| E. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.). |
| |
| |
| |
| |
| i e e e e e e e e e e e e e e e e e e e |

| Budget Category | Total Grant Project Budget | Grant Expenditures this Reporting Period | Total Cumulative Payments (Include this Reporting Period) | Grant Project Funding Balance |
|---|----------------------------------|--|---|-------------------------------------|
| 1. Salaries | | | | |
| 2. Fringe Benefits | | | | |
| 3. Travel (if authorized) | | | | |
| 4. Supplies/Other Expenses | | | | |
| 5. Equipment | | | | |
| 6. Contractual Services | \$44,550 | | | |
| 7. Indirect Costs (if authorized) | | | | |
| 8. Total of all Grant Budget Categories | \$44,550 | | | |

| G. Provide a project Ma costs to date. Match Budget Category | tch Budget upd Total Match Project Budget | ate, comparing the Match Expenditures this Reporting Period | Total Cumulative Matching Funds (Include this Reporting Period) | Match Project Funding Balance |
|---|---|---|---|-------------------------------|
| 1. Salaries | \$3,833 | | | |
| 2. Fringe Benefits | \$1,129 | | | |
| 3. Travel (if authorized) | | | | |
| 4. Supplies/Other Expenses | | | | |
| 5. Equipment | | | | wa ese |
| 6. Contractual Services | \$4,950 | | | |
| 7. Indirect Costs (if authorized) | | | | |
| 8. Total of all Match Budget Categories | \$9,912 | | | |

H. REPORTING

Activities:

| Metric Area Description | Metric Description | Unit Of Measure |
|---|--|--------------------|
| | Building energy audits, number of audits performed | |
| Building Energy Audits | Building energy audits, floor space audited (sq ft) | |
| | Building energy audits, auditor's projection of energy savings | |
| D "" D . C. | Number of buildings retrofitted | |
| Building Retrofits | Buildings retrofitted, square footage retrofitted | |
| | Criteria air pollutants reduced (tons) | |
| Emissions Reductions | Greenhouse gases reduced (CO2 equivalents) | |
| Energy Cost Savings | Dollars Saved | |
| | Reduction in natural gas consumption (million cu ft) | |
| | Reduction in electricity consumption (megawatt hours) | |
| | Reduction in electricity demand (megawatts) | |
| Energy Savings | Reduction in fuel oil consumption (gallons) | |
| | Reduction in propane consumption (gallons) | |
| | Reduction in gasoline consumption (gallons) | |
| D . Dl. | Number of units purchased other equipment over \$5,000 purchased | |
| Equipment Purchases | Total cost of other equipment over \$5,000 purchased | |
| Government, School, Institutional Procurement | Number of units purchased | |
| | Number of workers | |
| Jobs | Hours worked | |
| Other | Other | |
| Technical Assistance | Information contacts (e.g., webinars, site visits, media, fact sheet) in which energy efficiency or renewable energy measures were recommended | |
| T | Hours trained at state agency level | |
| Training | Hours trained at local agency level, by position | |
| Workshops, Training, and | Number of Workshops, training, and education sessions held | |
| Education | Number of people attending workshops, training, and education sessions | |

I. SUBCONTRACTOR LIST

The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly Progress Report must contain a current list of subcontractors, as required in Section 18.A of the Grant Agreement.

*If grantee does not have subcontractors, please state 'None' below.

| Name of Subcontractor | Address | Current Total Amount of each Subcontract | Description of Work Performed |
|--|---------|--|-------------------------------|
| - CHECKER TO THE CONTRACT OF T | | | |
| | | | |
| | | | |
| | | | |
| | | | |

J. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. As required in Section 18.C of the Grant Agreement, the Grantee is required to report information concerning their use of such businesses in each Monthly Progress Report.

*If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below.

| Address | Reporting Period (month) | Paid to Business during this Reporting Period | Description of Goods/Services provided by Business | Type of Business (Minority, Woman, Service-disabled veteran-owned) |
|---------|--------------------------------|--|---|---|
| | | | | |
| | Address | Period | Reporting during this Period Reporting | Reporting during this Goods/Services provided by |

| This report is submitted in accordance with the reporting requirements of Grant Agreement No. GO432 and accurately reflects the activities and costs associated with the subject project. | | |
|---|------|--|
| | | |
| Signature of Grantee's Representative | Date | |
| A A A | | |